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CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 25th November, 2024

**No. 474111-HII(2)-2024/17725.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **37/2022** dated **30.09.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJ KUMAR, S/O SH. DHAN BAHADUR, H.NO.1867, DEEP COMPLEX, HALLO MAJRA, U.T. CHANDIGARH. Workman)

AND

M/S SARK INDUSTRIES, PLOT NO.181, PHASE - I, INDUSTRIAL AREA, U.T. CHANDIGARH THROUGH ITS PARTNER/PROPRIETOR. (Management)

## AWARD

1. Raj Kumar, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed by the management on 20.08.2018 as HR Office Boy. The workman remained in the continuous employment up to 17.08.2020 when his services were illegally and wrongfully terminated by refusal of work. The workman was getting ₹ (column left blank) as wages per month at the time of termination. On 17.08.2020 at about 5:00 P.M. the Partner / Proprietor of management Sh. Shaurya Sethi S/o Sh. Anil Sethi (MD) refused work to workman without assigning any reason and notice. The management further stated *AGAR TANKHWAH CHAIYE TO APNA RESIGNATION LIKH KAR DE DO* (If you want wages then give resignation in writing). Since termination the workman has been regularly visiting the factory but the workman was refused work on one pretext or the other. The management assured the workman that he will be paid 50% of the wages for the lock down period. The management has not paid him 50% of the wages for that period and regular bonus. Refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F and 25G of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management

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has also retained junior person in service when the services of the workman were terminated which is a violation of Section 25G of the ID Act. Violation of the same makes the termination void. For his reinstatement the workman served upon the management a demand notice dated 28.01.2021. The management neither replied the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The Assistant Labour Commissioner intervened but no settlement could be made possible during the stipulated period. The termination by the management is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of services along with full back wages and without any change in his service conditions.

3. On notice, management contested the statement of claim by filing written statement dated 14.02.2023 wherein preliminary objections are raised on the ground that the present reference is not maintainable. The workman has not completed the requisite service of 240 days within one year from the date of alleged termination / refusal of work which is a condition precedent for invoking the provisions of ID Act. The management has never terminated the services of the workman, rather the workman has himself left / abandoned his job voluntarily in order to seek better employment in some other concern. Thus, the present reference is nothing, but an abuse of the process of law. In-fact, the workman was a habitual absentee and was not discharging his duties with full devotion and sincerity. In-fact the workman was never available to attend his work / duties whenever his services were required by the management as the workman remained out of the office / busy on his phone. The workman was warned to be careful but to no avail. The workman has not approached this Court with clean hands and has concealed and misrepresented the facts while filing the present reference / statement of claim. As per settled law a person, who approached the Court with misrepresentation and concealment of facts / documents, is not entitled to any relief. As such, the present reference is liable to be dismissed.

4. Further on merits, it is stated that initially the workman has joined his services with the management as Office Boy w.e.f. 01.08.2018 and left his job voluntarily on 30.11.2018. However, again on 13.11.2019 the workman has joined with the management and worked up to 17.09.2020 and not up to 17.08.2020 as alleged. As such, the question of alleged incident on 17.08.2020 is totally denied being false and vague. In-fact, the workman has worked with the management up to 17.09.2020 with the last pay drawn as ₹ 10,425/-. Thus, the management has never terminated the services of the workman by refusal of work at any point of time, rather the workman has himself left his job voluntarily on 17.09.2020 in order to seek some better employment in some other concern. This is because the workman has served the present demand notice in January, 2021 i.e. after 4 ½ months from the date of alleged refusal of work. The necessary proof regarding new employment would be placed on record at the time of leading evidence of the parties. However, the workman has worked with the management up to 17th September 2020 and not up to 17th August 2020, as alleged. Thus, the entire pleadings / allegation regarding termination by refusal of work is totally wrong hence denied strongly being false and frivolous, in fact the workman was habitual absentee and generally remains absent from his duties whenever his services were required by the management. The workman was warned to be careful to attend his duties sincerely and fairly and he was advised to maintain discipline in the company / office many times through verbal conversation. This is because he has worked only for 12 days in September 2020. But the said advice has been pretended into alleged termination. The management has never assured to pay 50% wages to any of the workman and since there was no work available with the management due to lockdown as such the question of assurance of paying 50% wages to the workman does not arise at all and no workman has been paid any wages during the said period as no work was available with the management due to lockdown in all industries. Since the workman has himself left his job voluntarily, as such the question of termination / retrenchment by refusal of work by the management does not arise at all. Moreover, the workman has not completed the requisite 240 days of service to invoke the provision of Sections 25F and 25G of the ID Act. In the circumstances the question of giving any notice, charge sheet and enquiry does not arise at all. Moreover, the provision mentioned in the para under reference are not applicable in the facts and circumstances of the present case. Since the workman himself left his job voluntarily as such the present case is nothing but the misuse of process of law and act of harassment and has been filed just to blackmail the management to get

money by using odd tactics / unfair means and also in order to avoid to make / clear the payment of advance taken by the workman. In-fact, the workman has joined some other concern after leaving his job voluntarily and this is because the present demand notice has been served by the workman after 4½ month from the date of his alleged termination / refusal of work. Rest of the averments of claim statement are denied as wrong and similar plea is taken as taken in the preliminary objection. Prayer is made that the statement of claim may be dismissed with costs.

5. Workman filed rejoinder wherein the contents of the written statement except admitted facts are denied and averments of claim statement are reiterated.

6. From the pleading of the parties, following issues are framed vide order dated 21.03.2023:-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits along with interest, as prayed for ? OPW
3. Whether the workman has completed the service of 240 days in a calendar year preceding his termination ? OPM
4. Whether the workman has not approached the Court with clean hands and concealed the material facts ? OPM
5. Whether the present reference is not maintainable ? OPM
6. Relief.

7. In evidence, workman Raj Kumar examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. During cross-examination of AW1 the management put to the witness member service details pertaining to UAN No.101230146621 vide Exhibit 'M1'.

8. On 12.02.2024 Learned Representative for the workman closed evidence in affirmative.

9. On the other hand, management examined MW1 Rajesh Khanna - Partner of M/s Sark Industries, who tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1' to Exhibit 'M5' (original of Exhibit 'M1' to Exhibit 'M5' is seen and returned with direction to produce the same at the time of cross-examination) and Mark 'X1' & Mark 'X2'.

**Exhibit 'M1'** is copy of attendance register for the period w.e.f. November 2019 to September 2020 (consisting of 11 pages).

**Exhibit 'M2'** is copy of application dated 15.06.2020 for getting advance moved by the workman.

**Exhibit 'M3'** is copy of statement of account No.0000030154914346 maintained with S.B.I. Branch Ram Darbar incorporating relevant entry against dated 26.06.2020 of advance payment to the workman.

**Exhibit 'M4'** is copy of attendance summary w.e.f. 13.11.2019 to 30.09.2020 relating to workman.

**Exhibit 'M5'** is copy of salary detail for the period w.e.f. November, 2019 to September, 2020 relating to workman.

**Exhibit 'M6'** is statement of EPF downloaded from the website of our company showing the joining and relieving of the workman.

**Mark 'X1' & Mark 'X2'** are the copy of payment of wages register for the month of December, 2020 and January 2021 of Beckon Securities Service respectively. MW1 during cross-examination brought into evidence copies of movement passes dated 10.04.2020 issued on the name of Surem Kumar and Vinod Sharma by the Office of District Magistrate, U.T. Chandigarh vide **Exhibit 'MX3'** and **Exhibit 'MX4'** respectively.

10. MW1 was re-examined on 28.08.2024. On re-examination MW1 tendered into evidence documents Exhibit 'M8' to Exhibit 'M9'.

**Exhibit 'M7'** is copy of attendance register for the period w.e.f. July 2018 to December 2020 (consisting of Page No.1 to 125).

**Exhibit 'M8'** is copy of ESIC contribution of all the employee for the period July 2018 to September 2020 (consisting of Page No.1 to 65).

**Exhibit 'M9'** is copy of EPF record e-challan-cum-Return (ECR) statement of all the employees for the period July 2018 to September 2020 (consisting of page No.1 to 137).

11. On 28.08.2024 Learned Representative for the management closed oral evidence and on 30.09.2024 closed documentary evidence. It is pertinent to mention here that Exhibit 'M1' is numbered twice i.e. Exhibit 'M1' member service details pertaining to UAN No.101230146621 put in cross-examination to the witness AW1 and Exhibit 'M1' is copy of attendance register for the period w.e.f. November 2019 to September 2020 (consisting of 11 pages) tendered by MW1 in his examination-in-chief. In order to avoid any ambiguity, member service details pertaining to UAN No.101230146621 is renumbered and hereafter referred as Exhibit 'M1/A'.

12. I have heard the arguments of Learned Representatives for the parties and perused judicial file. My issue-wise findings are as below :-

**Issues No. 1 to 3 :**

13. All these issues are taken up together being interconnected and in order to avoid repetition of discussion.

14. Onus to prove all these issues is on the workman.

15. Under these issues, workman Raj Kumar examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the entire averments of claim statement, which are not reproduced here for sake of brevity. The workman / AW1 specifically deposed that he was getting ₹ 10,424/- as wages per month at the time of termination.

16. On the other hand, management examined MW1 Rajesh Khanna - Partner of M/s Sark Industries vide his affidavit Exhibit 'MW1/A' deposed the entire contents of written statement, which are not reproduced here to avoid repetition. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M9' and Mark 'X1' to Mark 'X4'.

17. From the oral as well as documentary evidence led by the parties, it comes out that the workman has alleged that he remained in the continuous employment of the management as Office Boy w.e.f. 20.08.2018 up to 17.08.2020. The workman further alleged that on 17.08.2020 when he went to his normal duties, Shri Shaurya Sethi, S/o Shri Anil Sethi - MD verbally refused work to him without assigning any reason and demanded resignation from him in writing, in case he seeks to get wages.

18. Learned Representative for the workman argued that the workman has completed continuous service of 240 days in 12 calendar months preceding termination of services, thus workman falls within the definition of 'continuous service' as defined under Section 25B of the ID Act. On the other, Learned Representative for the management argued that the workman did not complete continuous service of 240 days in 12 calendar months preceding termination and due to non-completion of service period of 240 days, the workman is not entitled to seek relief under Section 25F and Section 25G of the ID Act. To my opinion, the objection, raised by the management, of non-completion of requisite service of 240 days within 1 year from the date of termination, does not stand proved because it is own case of the management in para 1, on merits, of written statement that the workman joined his services with the management as Office Boy w.e.f. 01.08.2018 and left his job voluntarily on 30.11.2018. Again on 13.11.2019 the workman has joined with the management



and worked up to 17.09.2020 and not up to 13.08.2020 as alleged. If the service period of the workman as alleged by the management is considered, in that situation also from the service period w.e.f. 13.11.2019 to 17.09.2020, the workman is proved to have performed service for continuous period of 310 days preceding termination on 17.09.2020. If the plea taken by the workman that his services were terminated on 17.08.2020 is taken as correct in that situation also the workman is proved to have performed continuous service for the period w.e.f. 13.11.2019 to 17.08.2020 i.e. 279 days in 12 calendar months preceding termination. Therefore, in every manner the workman is proved to have completed continuous service of 240 days in 12 calendar months preceding termination w.e.f. 17.08.2020. With this the workman fulfils the requirement of Section 25B of the ID Act. Once the requirement of Section 25B of the ID Act is fulfilled, the provision of Section 25F of the ID Act is attracted which lays down conditions precedent to retrenchment of workmen. For better appreciation Section 25F of the ID Act is reproduced as below :-

***"25F. Conditions precedent to retrenchment of workmen.-No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-***

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

19. In the present case, it is not the plea of the management that before termination of services of the workman, the conditions laid down under Section 25F of the ID Act were followed. The management has taken the plea that the workman has voluntarily left services on 17.09.2020 in order to seek better employment. The above-mentioned plea taken by the management does not stand proved as in the management's own documents i.e. attendance register / Exhibit 'M7', ESI contribution record / Exhibit 'M8' and EPF record / Exhibit 'M9' for the period w.e.f. July, 2018 to September, 2020 of all the employees of the management, the name of the workman is shown on the roll of the management. In this regard, MW1 when put to cross-examination admitted as correct that provident fund No.101230146621 was allotted to workman Raj Kumar. MW1 admitted as correct that as per Exhibit 'M9', 67 workers were on the rolls of management in April 2020, 66 workers in May and June 2020. MW1 admitted as correct that in Exhibit 'M9', there is name of workman amongst employees who were on the rolls of the management from April, 2020 to June, 2020. Similarly, there is name of workman on the rolls of the management in the attendance register Exhibit 'M7' and ESI contribution record Exhibit 'M8'. From the aforesaid version of MW1 accompanied with documents Exhibit 'M6' to Exhibit 'M9' it is made out that name of the workman was on the rolls of the management till December, 2020 though his presence is marked up to 17.09.2020. The documents Mark 'X1' to Mark 'X4' are not sufficiently proved into evidence. Neither the original of Mark 'X1' to Mark 'X4' are produced nor the same are put to workman / AW1 in his cross-examination. Thus, no reliance can be placed on the documents Mark 'X1' to Mark 'X4'. In the written statement management has not pleaded that the workman was gainfully employed. On the other hand, in para 7 of the claim statement dated 02.03.2022 the workman specifically pleaded that he remained unemployed during the period i.e. from the date of termination to till date.

20. Learned Representative for the management argued that the workman left the job without any intimation to the management. To my opinion, the aforesaid argument advanced by Learned Representative for the management is devoid of merits because in case the workman absented from duty without any intimation or even left the duty without intimation, then the management must initiate disciplinary proceedings against him or at least issue him a written notice requiring him to rejoin duty. In the present case, it is neither pleaded nor

proved by the management that it had either initiated any disciplinary proceedings against the workman or issued any notice to the workman requiring him to rejoin duty. In the absence of the same, the services of the workman are proved to have been terminated by verbal order w.e.f. 17.09.2020. Consequently, refusal of the work amounts to termination and is retrenchment under Section 2(oo) of the ID Act. Termination of the services of the workman without compliance of Section 25F of the ID Act is illegal. Consequently, the workman is held entitled to reinstatement with continuity of service and 50% back wages.

21. All these issues are decided in favour of the workman and against the management.

**Issues No. 4 & 5 :**

22. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

23. Onus to prove both these issues is on the management.

24. The management has raised the preliminary objection that the workman has not approached the Court with clean hands and concealed the material facts while filing the present reference / statement of claim but the management has failed to show as to how the workman did not approach the Court with clean hands and what material facts are concealed or mis-represented by him. The workman on aggrieved from verbal order of termination of his services in violation to provisions of the ID Act, raised industrial dispute. On failure of conciliation proceedings in connection with the demand notice as per the failure report Memo No.356 dated 24.02.2022 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh the workman was left with no other option than to present claim statement under Section 2A(2) of the ID Act before this Court. Thus, workman has a valid cause of action and locus standi. The management factory situates within the territory of U.T. Chandigarh, then needless to say that this Court has territorial jurisdiction to try and decide the present statement of claim / industrial dispute reference. I do not find any defect so far maintainability of the present claim statement is concerned.

25. Accordingly, both these issues are decided against the management and in favour of the workman.

**Relief :**

26. In the view of foregoing finding on the issues above, this industrial dispute is allowed. The workman is held entitled to reinstatement with continuity of service and 50% back wages. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till its actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 30.09.2024.

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT**Notification**

The 25th November, 2024

**No. 474119-HII(2)-2024/17729.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **11/2020** dated **30.09.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUKHDEV CHAND S/O SH. PURAN CHAND, HOUSE NO. 159, GURDEV NAGAR PABHAT ROAD ZIRAKPUR, DISTRICT S.A.S. NAGAR MOHALI. Workman)

AND

1. M/S GOYAM PAPER MART, PLOT NO. 780, INDUSTRIAL AREA, PHASE - II, CHANDIGARH U.T. THROUGH ITS PROPRIETOR MR. KULDEEP SONDHI.
2. M/S GOYAM PAPER MART, PLOT NO. 18 (10 MARLA), INDUSTRIAL AREA, PHASE - II, CHANDIGARH U.T. THROUGH ITS PROPRIETOR MR. KULDEEP SONDHI. (Management)

**AWARD**

1. Sukhdev Chand, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed as Foreman at Goyam Paper Mart, Plot No.780 and Plot No.18 (10 Marla), Industrial Area, Phase - II, U.T. Chandigarh. Accordingly, the workman joined his duty w.e.f. 28.08.2017 on monthly salary of ₹ 20,000/- and bike allowance ₹ 3,000/- per month and over time as applicable. The workman discharged his duties entrusted to him from time to time in an honest and sincere manner, diligently and used his skill and labour for the better functioning of the management. On 14.07.2019, management without any reason decided to terminate the services of the workman. During his entire service period, the management never had any occasion to issue even a show-cause notice, what to say of issuing charge sheet as the workman had never given any such opportunity to the management. The termination of the services of the workman is tainted with malafide in as much as the management never wanted that the workman should complete five years of service so that he may not acquire right under The Payment of Gratuity Act. The workman has been victimized for demanding his legal rights. The termination of services of the workman is violative of the statutory provisions of ID Act as the management has neither paid nor offered any retrenchment compensation to the workman. The services of the workman have been terminated without any notice, charge sheet, inquiry or payment of compensation. The management has violated principle of natural justice. The termination of services of the workman amounts to unfair trade practice, malafide, illegal, unconstitutional and unjustified. Juniors to the workman are still in service of the management. The workman has sent various reminders and calls regarding his pending dues. To challenge the order of termination the workman submitted his demand notice dated 26.08.2019 to the management with copy to Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. On the failure of conciliation proceedings, the matter has been referred for adjudication to this Court. The claim statement is accompanied with calculation of salary, over time and bike allowance due from March, 2019 to July, 2019 vide Annexure 'A1'. Prayer is made that order of termination of services may be declared illegal and workman may be reinstated with continuity of service along with full back wages with pending dues.

3. On notice managements No.1 & 2 contested the claim statement by filing joining written statement on 07.03.2023 wherein preliminary objections are taken on the ground that the present reference is not maintainable

because there is no relationship of employee-employer between the parties. The workman was never engaged by the answering respondent (*here-in-after 'management'*). The workman has no locus standi and cause of action. The statement of claim and demand notice are vague, false, baseless and frivolous. The workman went to the extent of creating / forging few false and baseless documents / attendance cards in support of his claim by concealing material facts from this Court. The present reference is an abuse of process of law and deserves to be dismissed with cost. The facts detailed in Annexure 'A' are baseless and specifically denied.

4. Further on merits, it is stated that the workman was never engaged by the management as alleged. It is denied that the workman was engaged as Foreman on 28.08.2017 on monthly salary of ₹ 20,000/- along with monthly bike allowance of ₹ 3,000/- plus over time etc. The workman may be put to strict proof of it. However, the workman provided service of shifting few machines of the management, in the end of June and July, 2019 from previous plot No.18 to Plot No.780, Industrial Area, Phase - II, Chandigarh along with Driver and a helper of transporter. The Truck Driver, his helper and workman had tea and lunch in the office of management. The workman had cleverly stolen a signed blank cheque from office of the management and filed false complaint under Section 138 of Negotiable Instruments Act (*here-in-after in short 'NI Act'*), which was finally settled as withdrawn on 10.02.2023 before the Court of Ms. Pratima Singla - JMIC, Chandigarh. The Truck Driver on instigation from workman even quarreled with answering management with an excuse of delaying in uploading machines but now the matter was resolved as the answering management politely explained them that unloading crane is in way and reaching shortly at the factory premises of the management. Hence, the answering management observed that due to above said happening, the workman had filed the present false and frivolous case against the answering management to take revenge on his own way. It is denied that the services of the workman terminated on 14.07.2019 as alleged. Further, similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied as vague, false, baseless and misleading. Prayer is made that the reference may be dismissed with cost.

5. The workman filed replication on 10.05.2023 wherein the contents of the written statement except admitted facts are denied as wrong, false, forged and fabricated and averments of claim statement are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 06.07.2023 :-

1. Whether the termination of services of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits along with interest as prayed for ? OPW
3. Whether the present reference is not maintainable? OPM
4. Relief.

7. In evidence the workman Sukhdev Chand examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copy of failure report bearing Memo No.4459 dated 23.10.2019 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh vide **Exhibit 'W1'**. The management put documents Exhibit 'M1' to Exhibit 'M6' in cross-examination of AW1.

**Exhibit 'M1'** is attested copy of a complaint bearing No.CHCH03015250219 titled as Sukhdev Chand Dhiman Versus Goyam Paper Mart under Section 138 and 142 of the Negotiable Instruments Act was filed before Chief Judicial Magistrate, Chandigarh marked to JMIC Chandigarh, which was decided vide order dated 10.02.2023.

**Exhibit 'M2'** is attested copy of affidavit of Sukhdev Chand (*here-in workman*) tendered in examination-in-chief.

**Exhibit 'M3'** is attested copy of statement dated 16.10.2019 of Sukhdev Chand.

**Exhibit 'M4'** is attested copy of statement of Kuldeep Sondhi dated 10.02.2023 recorded by JMIC, Chandigarh.

**Exhibit 'M5'** is attested copy of statement dated 10.02.2023 of Sukhdev Chand recorded by JMIC, Chandigarh.

**Exhibit 'M6'** is attested copy of order dated 10.02.2023 passed by JMIC, Chandigarh in complaint under Section 138 Negotiable Instruments Act.



8. On 29.04.2024 the workman closed his evidence in affirmative.

9. On the other hand, Kuldeep Sondhi - Proprietor of M/s Goyam Paper Mart examined himself as MW1 and tendered his affidavit Exhibit 'MW1/A' in his examination-in-chief. Cross-examination of MW1 was deferred on request of Learned Representative for the workman for non-supply of advance copy of affidavit and copy was supplied on 16.07.2024 in the Court. Cross-examination of MW1 Kuldeep Sondhi was partly recorded on 25.07.2024 and his remaining cross-examination was deferred on the request of Learned Representative for the workman for producing the record of Income Tax Return (ITR) of the management firm by the witness for the period assessment year 2016-17 to 2020-21. Thereafter, AW1 did not turn up for his remaining cross-examination, despite availing repeated opportunities as well as opportunity subject to payment of cost imposed vide order dated 05.09.2024. Under the circumstances, evidence of management No.1 & 2 was closed by order vide order dated 16.09.2024.

10. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

**Issues No. 1 & 2 :**

11. Both these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

12. Onus to prove both these issues is on the workman.

13. Under these issues, workman Sukhdev Chand examined himself as his own witness as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto which are not reproduced here for sake of brevity.

14. On the other hand, Learned Representative for the management referred documents Exhibit 'M1' to Exhibit 'M6' which were put to AW1 in his cross-examination.

15. From the oral as well as documentary evidence led by the parties, it comes out that the workman has alleged that he was engaged as Foreman by the management-M/s Goyam Paper Mart w.e.f. 28.08.2017 on monthly wages of ₹ 20,000/-. Apart from that the workman was entitled to monthly bike allowance of ₹ 3,000/- and over-time as applicable. The workman has further alleged that on 14.07.2019, the management terminated his services by verbal order without assigning any reason and without issuing any notice. Learned Representative for the workman argued that there was no complaint against the conduct of the workman. The management before termination the services of the workman neither issued any show-cause notice nor charge-sheet nor held any domestic inquiry. At the time of termination of his services, the management neither offered or paid notice pay and retrenchment compensation. On the other hand, the management has denied the relationship of employer-employee between the management and the workman.

16. Learned Representative for the management argued that the workman was never employed by the management. In fact, the workman provided service of shifting few machines of the management, in the end of June and July, 2019 from previous plot No.18 to Plot No.780, Industrial Area, Phase - II, Chandigarh along with Driver and a helper of transporter. The Truck Driver, his helper and workman had tea and lunch in the office of management. The workman had cleverly stolen a signed blank cheque from office of the management and filed false complaint under Section 138 of NI Act, which was finally settled as withdrawn on 10.02.2023 before the Court of Ms. Pratima Singla - JMIC, Chandigarh. The Truck Driver on instigation from workman even quarreled with management with an excuse of delaying in uploading machines but now the matter was resolved as the management politely explained them that unloading crane is in way and reaching shortly at the factory premises of the management. Hence, the management observed that due to above said happening, the workman had filed the present false and frivolous case against the management to take revenge on his own way. To support his argument Learned Representative for the management referred cross-examination of workman / AW1 wherein he admitted as correct that a complaint bearing No.CHCH03015250219 titled as Sukhdev Chand Dhiman Versus Goyam Paper Mart under Section 138 and 142 of the Negotiable Instruments Act was filed before CJM, Chandigarh marked to JMIC Chandigarh, which was decided vide order dated 10.02.2023. AW1 admitted as correct that attested copies of documents i.e. complaint, his affidavit tendered in examination-in-chief, his statement dated 16.10.2019, statements of

Kuldeep Sondhi dated 10.02.2023 and his statement dated 10.02.2023 recorded by JMIC, Chandigarh and order of the court dated 10.02.2023 passed by JMIC, Chandigarh in complaint under Section 138 Negotiable Instruments Act are Exhibit 'M1' to Exhibit 'M6'. To my opinion, from the documents Exhibit 'M1' to Exhibit 'M6', it is made out that as per the allegations levelled in complaint Exhibit 'M1', Kuldeep Sondhi, Proprietor of M/s Goyam Paper Mart (*here-in management*) in discharge of his legal liability towards monthly salary, bike allowance and over-time allowance etc., issued a cheque bearing No.023836 dated 13.06.2019 for sum of ₹ 40,000/- drawn on ICICI Bank, Sector 34, Chandigarh in favour of Sukhdev Chand Dhiman (*here-in workman*) with assurance that it will be honoured on presentation. The workman presented the cheque for encashment which was returned unpaid by the banker of Kuldeep Sondhi with remarks 'funds insufficient'. The workman on receipt of information of dishonour of cheque / return memo, issued a legal notice dated 24.07.2019 through registered post to Kuldeep Sondhi, requiring him to make the payment of cheque amount. On failure of Kuldeep Sondhi to pay the cheque amount within the stipulated period, Sukhdev Chand filed complaint under Section 138 and 142 of NI Act wherein after the summoning order, Kuldeep Sondhi vide his statement Exhibit 'M4' tendered the demand draft of ₹ 40,000/- towards the liability arising out of cheque in dispute and took the plea that he never issued the cheque in question to discharge his legal liability and the same was stolen from his office by the complainant (*here-in workman*). On the other hand, the complainant (*here-in workman*) specifically stated that statement of accused is not true and correct by any means. However, the complainant accepted the demand draft and withdrawn the complaint by making statement Exhibit 'M5'. Vide order dated 10.02.2023 / Exhibit 'M6', the complaint was dismissed as withdrawn and the accused was acquitted. However, the fact remained disputed between the parties as to whether the accused had issued the cheque in dispute towards discharge or partial discharge of his legal liability or whether the complainant had stolen the cheque as alleged by the accused. But in the present case, Kuldeep Sondhi, (accused in the complaint under Section 138 NI Act) had availed full opportunity to lead evidence to disprove the fact that he had issued the cheque in dispute towards discharge of his legal liability i.e. payment of wages and that there was no relationship of employer-employee between the management and the workman. But Kuldeep Sondhi / MW1, in the present case despite availing repeated opportunities as well as opportunity subject to payment of cost failed to present himself in the witness box for his remaining cross-examination which was deferred on 25.07.2024 for producing of the Income Tax Returns for the period Assessment Year 2016-17 to year 2021-21 of his firm. Testimony of MW1 being incomplete cannot be taken into consideration in favour of the management. The fact cannot be over-looked that MW1 in his cross-examination partly recorded on 25.07.2024 stated that the management firm files Income Tax Return and he can produce the copies of Income Tax Returns of the management firm for the period w.e.f. Assessment Year 2016-17 to 2020-21. MW1 in his cross-examination partly recorded on 25.07.2024 further admitted as correct that till date, he has not got registered any FIR with the police alleging theft of his blank signed cheque. MW1 further stated that he has settled the dispute of cheque on advice of his Advocate. Apart from that MW1 stated that the management had not been issuing any appointment letter to its employees / workers. No attendance card or I.D. Card was issued by the management firm to any of its employees. No appointment letter was issued to workman Sukhdev Chand. The salary was paid weekly in cash. The management firm is not covered under the ESI and EPF Scheme. The management firm has not been registered under the Shops and Commercial Establishment Act. The management does not maintain any record of its employees. The non-maintenance of the record of the employees and non-appearance of MW1 in the witness box for his remaining cross-examination raises strong presumption against him. MW1 did not willfully present him in the witness box to avoid the production of the Income Tax Returns of the management firm of the above-mentioned period so that truth may not come on record. The plea taken by MW1 in the written statement as well as in his examination-in-chief does not stand proved.

17. In view of the facts & circumstances mentioned above, it is sufficiently proved on record that the workman remained in employment of the management for the period w.e.f. 28.08.2017 to 14.07.2019 and thus, completed continuous service of 240 days in twelve calendar months preceding termination. Thus, the workman fulfils the requirement of continuous service under Section 25B of the ID Act. Once the workman falls within the definition of Section 25B of the ID Act, the provision of Section 25F of the ID Act is attracted, which lays down certain conditions to be followed by the employer for retrenchment of workmen. For better appreciation Section 25F of the ID Act is reproduced as below :-

**"25F. Conditions precedent to retrenchment of workmen. -** No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and*
- (c) *notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."*

18. It is not the case of the management that before terminating the services of the workman, the management had complied with the mandatory conditions laid down under Section 25F of the ID Act. Consequently, the verbal order of termination of the services of the workman w.e.f. 14.07.2019 is illegal and hereby set aside. The workman / AW1 in his cross-examination stated that he is not doing any job at present and voluntarily stated that he is suffering from throat cancer and unable to do any work. He is under medical treatment for last about 2 ½ years. Keeping in view inability of the workman to do any work due to throat cancer, the workman is held entitled to compensation ₹ 40,000/-.

19. Accordingly, both these issues are proved in favour of the workman and against the managements.

**Issue No. 3 :**

20. Onus to prove this issue is on the managements.

21. This issue has not been pressed by Learned Representative for managements during course of arguments. Moreover, on being aggrieved from illegal verbal order of termination of services of the workman, the workman raised industrial dispute and on failure of the conciliation proceedings vide failure report Exhibit 'W1', the workman was left with no other option than to seek remedy under Section 2A of the ID Act. Thus, the present claim statement is proved to have been presented on 11.02.2020, with a valid cause of action and locus-standi, well within the territorial jurisdiction of the present Court / Tribunal. I do not find any defect so far maintainability of the present claim statement is concerned.

22. Accordingly, this issue is decided against the managements and in favour of the workman.

**Relief :**

23. In the view of foregoing finding on the issues above, this industrial dispute is allowed to the extent that the workman is held entitled to compensation ₹ 40,000/-. The managements are directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the managements shall be liable to pay interest at the rate 8% per annum on the compensation amount from the date of this Award till the date of actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

Dated : 30.09.2024.

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 25th November, 2024

**No. 473931-HII(2)-2024/17721.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **23/2022** dated **19.09.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SAROJ, W/O LATE SH. KRISHAN KUMAR, H.NO.2006/2, SECTOR 32-C, CHANDIGARH.  
(Workman)

AND

THE CHIEF ENGINEER, WATER SUPPLY WORKS, SECTOR 32, CHANDIGARH.  
(Management)

**AWARD**

1. Saroj, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the claimant-workman (*here-in-after 'workman'*) was appointed by the management of Water Works as Part Time Helper on 01.06.2011. The workman was deployed at Water Supply Work, Sector 32, Chandigarh. The workman remained in continuous & un-interrupted employment up to 30.06.2019 when her services were illegally & wrongfully terminated by the management by refusing of work. The claimant workman was drawing ₹ 3,410/- as wages per month which were less than the minimum rate fixed by the Deputy Commissioner, Chandigarh. The workman was required to do every type of work assigned to her by the department as per its requirement. On 01.07.2019 the workman went to attend her normal duty but she was refused work by the management without assigning any reason and notice. Refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. For her reinstatement the workman served upon the management a demand notice dated 05.07.2021. The management neither replied nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The dispute could not be settled within the stipulated period. The action of the management in terminating the services of the workman is illegal, wrongful, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with continuity of service along with full back wages, all attendant benefits and without any change in her service conditions.

3. On notice, management contested the claim statement by filing written statement dated Nil filed on 04.01.2023, wherein preliminary objections are raised on the ground that the workman has not approached the Court with clean hands. Workman was only working for 2 hours in a day and was doing cleanliness work at the Waters Supply Work, Sector 32, Chandigarh and was working on temporary basis. As per Section 25F of Chapter VA of ID Act, conditions precedent to retrenchment of workmen are as follows :-

*"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice: (b) the workman has been paid, at the time of*



*retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]*

4. It is further stated that Chapter V-B deals with special provisions relating to lay-off, retrenchment and closure in certain establishments. In Civil Writ Petition No.8040 of 2012 titled State of Haryana Versus Smt. Dulari and Another decided by Hon'ble High Court of Punjab and Haryana on 12.08.2013, it was held that a part time worker would fall within the definition of a 'workman' as postulated under Section 2(a) of the ID Act. However, nature of his employment will be that of a contractual employee and employer is at liberty to terminate him and his termination would not entitle him to get any benefit under the provisions of Chapter VA and VB of the ID Act. It is further clarified in this judgment that to enforce rights and obligations arising under contract of employment may be in writing or oral, the part time worker may invoke the provisions of ID Act other than contained in Chapter VA and VB of the Act. Hon'ble Apex Court in *Uttranchal Forest Hospital Trust Versus Dinesh Kumar*, (2008)1 Supreme Court Cases 542 held that part-time worker is not entitled to retrenchment compensation. This view has also been reiterated by a Full Bench of Hon'ble High Court of Punjab & Haryana in *Gobind Versus Presiding Officer, Labour Court, Jalandhar* and another in CWP No.4660 of 1999 decided on 22nd May, 2008. So, the termination of the workman is not void and as chapter VA and Chapter VB of ID Act are not applicable in the present case, as explained in above, so there is no violation of Section 25F of the ID Act and therefore no charge sheet was needed to be issued and further no inquiry was to be held as the removal in the present case doesn't amount to retrenchment. Also, as full-time employee was already working in the management's office as Sweeper and Chowkidar since 2012 and after June 2019, sanction to continue the temporary service of the workman was not approved by the department, so the services of the workman were not continued. Till date no employee has been employed in place of the workman and Sweeper-cum-Chowkidar is performing the same work as performed by the workman. So, the workman cannot be reinstated due to non-sanction of temporary services of the workman by the department as full-time employee is already doing the work of cleanliness as performed by the claimant till June 2019. As per Notification No.ST/(CPI)/2019-20/4793, rates of minimum wages for different categories of employees were as under :-

Sr. No.	Category of Employees	Rates of Minimum Wages (in Rupees)	
		Monthly	Daily
		New Rate (October 1, 2019 to March 31, 2020)	New Rate (October 01, 2019 to March 31, 2020)
1.	Un-skilled	10,425.00	401.00
2.	Semi-skilled - II	10,575.00	407.00
3.	Semi-skilled - I	10,675.00	411.00
4.	Skilled - II	10,875.00	418.00
5.	Skilled - I	11,100.00	427.00
6.	Highly Skilled	11,500.00	442.00
7.	Class - III (Staff)	10,700.00	412.00
8.	Class - II (Staff)	10,850.00	417.00
9.	Class - I (Staff)	11,210.00	431.00

In the present case, the workman was doing unskilled work and as per the above table, minimum wages for unskilled workers during October 01, 2019 to March, 2020 were Rs 10,425 per month which comes out to be Rs 401/- on daily basis. As the workman was working for 2 hours daily, so the actual daily salary comes to be

nearly ₹ 100/-per day which amounts to nearly ₹ 3,000/- per month. As the workman was getting salary of ₹ 3,410/- which was more than the minimum wages rates at that time, so the contention of the workman regarding getting less salary than the DC rates is totally denied.

5. Further on merits, it is stated that the workman was only working for 2 hours in a day and was doing cleanliness work at the Waters Supply Work, Sector 32 Chandigarh and was working on temporary basis. As explained in preliminary objections, as full-time employee was already working in the management's office as Sweeper and Chowkidar since 2012 and after June, 2019 sanction to continue the temporary, service of the workman was not approved by the department, so the services of the workman were not continued. After paying the salary for the month of (month not mentioned), she was relieved. Further similar stand is taken was taken in the preliminary objections. Rest of the averments of claim statement are denied as wrong and prayer is made that claim statement may be dismissed.

6. Workman filed rejoinder, wherein the contents of the written statement except admitted facts of claim statement are denied and averments of claim statement are reiterated.

7. From the pleadings of the parties, following issues were framed vide order dated 15.03.2023 :-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits, as prayed for ? OPW
3. Whether the workman has not approached the Court with clean hands ? OPM
4. Relief.

8. In evidence workman Saroj examined herself as AW1 and tendered her affidavit Exhibit 'AW1/A'. On 18.04.2024 Learned Representative for the workman closed evidence of the workman in affirmative.

9. On the other hand, management examined MW1 Charanjeet Singh - Meter Inspector, who tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1' to Exhibit 'M4'.

**Exhibit 'M1'** is copy of letter bearing Memo No.8101 dated 04.08.2017.

**Exhibit 'M2'** is copy of letter bearing Memo No.9561 dated 15.10.2018.

**Exhibit 'M3'** is copy of letter bearing Endst. No.279 dated 22.04.2019.

**Exhibit 'M4'** is copy of office order No.332 dated 28.12.2012 of Executive Engineer, MCPH, Division No.2, Chandigarh.

10. On 27.08.2024 Learned Representative for the management closed oral evidence and on 11.09.2024 closed documentary evidence on behalf of the management.

11. I have heard arguments of Learned Representatives for the parties and perused judicial. My issue-wise findings are as under :-

**Issues No.1 & 2 :**

12. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

13. Onus to prove both these issues is on the workman.

14. Under these issues, workman Saroj examined herself as AW1 and vide her affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for sake of brevity.

15. To controvert the evidence led by the workman, the management examined MW1 Charanjeet Singh - Meter Inspector who vide his affidavit Exhibit 'MW1/A' deposed the entire contents of the written statement which are not reproduced here to avoid repetition. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M4'.

16. From the oral as well as documentary evidence led by the parties, it comes out that the workman was engaged by the management as part time Helper on 01.06.2011. The workman remained in continuous employment of the management up to 30.06.2019. The services of the workman were terminated on 01.07.2019 by refusal of work. MW1 in his cross-examination admitted as correct that the workman was not contractual employee. MW1 stated that it is a matter of record that the workman joined on 01.06.2011 with the management. MW1 stated that it is a matter of record that the workman remained in employment of management up to 30.06.2019. MW1 admitted as correct that the workman was refused duty by the management after 30.06.2019.

17. Learned Representative for the workman argued that since the workman admittedly remained in the continuous employment of the management from 01.06.2011 to 30.06.2019, thus workman is proved to have completed continuous period of service of 240 days in 12 calendar months preceding termination and fulfils the requirement of Section 25B of the ID Act. Learned Representative for the workman further argued that once the workman fulfils the requirement of Section 25B of the ID Act, then the employer is bound to comply with the conditions envisaged in Section 25F of the ID Act to terminate the services of workman. But in the present case, the management-employer has not complied with the conditions laid down under Section 25F of the ID Act. To support his arguments Learned Representative for the workman referred cross-examination of MW1 wherein he admitted as correct that no charge sheet was issued or served to the workman and no inquiry was conducted against the workman. MW1 in his cross-examination further stated that no retrenchment compensation was paid to the workman at the time of termination of her services. MW1 stated that there was no complaint against the workman during her service period from 01.06.2011 to 30.06.2019. To support his arguments Learned Representative for the workman referred judgment of Hon'ble Supreme Court titled as *Div. Manager, New India Assurance Company Limited Versus A. Sankaralingam* reported in *AIR 2009 SC 309* wherein it is held that the part-time workman would be covered within the definition of 'workman' in Section 2(s) of the ID Act and is entitled to benefits of Sections 25B and 25F of the ID Act.

18. The management has alleged that the workman was performing part time duty for 2 hours. In the claim statement, the workman has not mentioned her duty hours. The workman / AW1 when put to cross-examination denied as wrong that she had been working only for 2 hours from 8:00 A.M. to 10:00 A.M. and voluntarily stated that she used to come to office at 7:00 A.M. and used to do cleaning work up to 11:00 A.M. or 12:00 Noon. The volunteer statement of the workman that she used to come to office at 7:00 A.M. is not acceptable as workman / AW1 in her cross-examination further stated that the office hours are from 9:00 A.M. to 5:00 P.M. In view of the office hours the workman cannot be supposed to be on duty before opening of the office at 9:00 A.M. With this management's plea that the workman was performing duty for 2 hours a day from 9:00 A.M. to 11:00 A.M. stands proved. If for the sake of arguments, it is assumed that at some occasions the workman has performed duty for three hours i.e. up to 12:00 Noon, in that situation also the nature of her job shall remain as part-time worker.

19. Learned Representative for the management argued that provisions of Section 25F of the ID Act is not applicable to the part time worker. The employer is at liberty to terminate the services of part time employee and the termination would not entitle part-time employee to get any benefit under Chapter VA and VB of the ID Act. To support his arguments Learned Representative for the management referred judgment of Hon'ble Supreme Court of India titled as *Uttaranchal Forest Hospital Trust Versus Dinesh Kumar* reported in *2008(1) SCC 542, judgment dated 22.05.2008 passed by the Full Bench of Hon'ble High*

***Court of Punjab & Haryana in CWP No.4660 of 1999 titled as Gobind Versus Presiding Officer, Labour Court, Jalandhar & Another and judgment dated 12.08.2013 of Hon'ble High Court of Punjab & Haryana in CWP No.8040 of 2012 titled as State of Haryana Versus Smt. Dulari & Another.***

20. It is undeniable fact that at the time of termination of services of the workman the management did not follow the conditions laid down under Section 25F of the ID Act. In the judgment dated 03.10.2008 of Hon'ble Supreme Court in *Div. Manager, New India Assurance Co. Ltd. (supra)*, the Division Bench of Hon'ble Supreme Court has taken view that a part time worker would be covered within the definition of Section 2(s) of the ID Act and is entitled to the benefit of continuous service under Section 25B of the ID Act and therefore, entitled to the benefit of Section 25F of the ID Act. In another judgment dated 27.11.2007 passed by the Division Bench of Hon'ble Supreme Court in *Uttaranchal Forest Hospital Trust (supra)* the Hon'ble Supreme Court has taken the contrary view. Relevant para 6 to 9 of judgment dated 27.10.2007 are reproduced as under :-

*"6. It is undisputed that the work of cleaning the hospital has been given to a contractor w.e.f.17.8.1996. Materials were placed before the Labour Court to show that the workman was engaged for doing a part-time job and that he had worked for a few days in several months. The Labour Court itself on consideration of the documents and records produced noted as follows:-*

*"It is evident that the workman had worked in August, 1996 - 16 days, July, 1996 - 30 days, May, 1996 - 30 days, April, 1996 - 30 days, March, 1996 - 29 days, February, 1996 - 29 days, January, 1996 - 31 days, December, 1995 - 31 days, November, 1995 - 20 days (Full), October, 1995 - 19 days (Full), September, 1995 - 25 days (Full) @ Rs. 35/- per day. In addition to this, in November, 1995 - 3 days, October, 1995 - 9 days @ Rs.20/- per day towards part time work and in September, 1995 - 3 days part time @ Rs. 5/- per day, had worked."*

*7. The basic difference between a person who is engaged on a part-time basis for one hour or few hours and one who is engaged as a daily wager on regular basis has not been kept in view either by the Labour Court or by the High Court. The documents filed clearly establish that the claim of having worked more than 240 days is clearly belied.*

*8. The stand of the appellant that the respondent was called for work whenever work was available, and as and when required and that he was not called for doing any work when the same was not available has been established. The Labour Court itself noted that the workman was engaged in work by others as he was working in the appellants' establishment for one hour or little more on some days. It is also seen from the documents produced before the Labour Court that whenever respondent was working for full period of work he was being paid Rs. 35/- per day and on other days when he worked for one hour he was getting Rs. 5/-.*

*9. In the aforesaid position, the inevitable conclusion is that the Labour Court and the High Court were not justified in directing the reinstatement with partial back wages."*

21. Similar view as taken in judgment titled *Uttaranchal Forest Hospital Trust*, is taken by the Full Bench of Hon'ble High Court of Punjab & Haryana in ***judgment dated 22.05.2008 in CWP No.4660 of 1999 titled as Gobind Versus Presiding Officer, Labour Court, Jalandhar & Another.*** In judgment dated



22.05.2008 Hon'ble High Court has relied upon judgment of Hon'ble Supreme Court passed in Uttaranchal Forest Hospital Trust. The Hon'ble High Court in para 54 of its judgment held as below :-

*"(54) In view of facts mentioned above, we conclude that a part time worker would fall within the definition of a workman as postulated under Section 2(s) of the I.D. Act. However, nature of his employment will be that of a contractual employee and employer be at liberty to terminate him and his termination would not entitle him to get any benefit under the provisions of Chapter VA and VB of the I.D. Act. It is further clarified that to enforce rights and obligations arising under contract of employment, may be in writing or oral, the part time worker may invoke the provisions of I.D. Act other than contained in Chapter VA and VB of the Act."*

22. The view taken by the Hon'ble Supreme Court in its previous judgment dated 27.11.20007 in Uttaranchal Forest Hospital Trust will prevail unless modified or set aside by the Larger Bench. Thus, relying upon judgment dated 27.11.2007 in *Uttaranchal Forest Hospital Trust (supra)*, and view taken by Full Bench of Hon'ble High Court, the part-time workman in the present case on termination of her services would not be entitled to get any benefit under Section 25F of the ID Act. Consequently, termination of services of the workman w.e.f. 01.07.2019 is legal and the workman is not entitled to reinstatement.

23. Accordingly, both these issues are proved against the workman and in favour of the management.

**Issue No. 3 :**

24. Onus to prove this issue is on the management.

25. During course of argument this issue has not been pressed by Learned Representative for the management.

26. Accordingly, this issue is decided against the management and in favour of the workman.

**Relief :**

27. In the view of foregoing findings on the issue No.1 &2 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 19.09.2024.

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152

CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 25th November, 2024

**No. 474150-HII(2)-2024/17717.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **30/2023** dated **27.09.2024** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

BALJEET SINGH S/O SH. LABH SINGH FAUJI, VILLAGE SALAMATPUR, PO GARIBDAS MULANPUR, DISTRICT MOHALI. (Workman)

AND

THE CHANDIGARH CO-OPERATIVE KITCHEN GARDENING SOCIETY LTD., OPP. BAL BHAVAN, SECTOR 23, CHANDIGARH THROUGH ITS SECRETARY. (Management)

**AWARD**

1. Baljeet Singh, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that in the month of April, 1989 the workman was appointed as Spray In-charge by the management. The workman remained in the continuous & interrupted employment up to 10.06.2022 when his services were illegally and wrongfully terminated by refusing of work. The workman was drawing ₹ 11,000/- per month as wages. The workman was on authorised leave from 23.05.2022 to 10.06.2022 due to eye operation. On 11.06.2022 as usual he went to attend his normal duty but he was refused work without assigning any reason & notice. Since then the workman has been regularly visiting the management but the work is refused to him on one pretext or other. The refusal of work which amounts to termination is retrenchment under Section 2(o) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued. No inquiry was held. The workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. For his reinstatement workman served upon the management a demand notice dated 25.07.2022. The management neither replied the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention but no settlement could be made possible within stipulated period. The termination is illegal, wrongful, motivated, against the principles of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination to till date. Prayer is made that the workman may be reinstated with full back wages along with continuity of service, without any change in service condition and all attendant benefits.

3. On notice, the managements contested the claim statement by filing written statement on 09.08.2023 wherein preliminary objection are raised on the ground that the management denies each and every statement / submission and contention set forth in the statement of claim to the extent that the same are contrary to and / or inconsistent with the true and complete facts of the case and / or submission made on behalf of the management in the present written statement. Nothing in the written statement be deemed to have been admitted by the management save and accept what is expressly and specifically admitted and the contents of the written statement unless admitted specifically by the management may be read as travesty of fact. The workman has not approached this Court with clean hands and has suppressed the material facts in his statement of claim. There is no relationship of master and servant with the management at all. The workman has not attached any appointment letter with his application dated 23.03.2023. This Court does not have territorial jurisdiction to try and decide the present application. Claim statement is liable to be relegated to the

Court of Registrar, Cooperative Societies, U.T. Chandigarh for proper decision. The statement of claim is highly time barred. The Chandigarh Co-operative Kitchen Gardening Society, opposite Bal Bhawan, Sector 23-A, Chandigarh is registered under the Co-operative Society Act, 1961 (as applicable to U.T.) (*here-in-after in short referred as 'Act 1961'*). The Co-operative Society was registered with the Co-operative Department, U.T. Chandigarh. Section 55(1) of the Act 1961 is reproduced hereunder :-

**"55. Disputes which may be referred to arbitration:-**

- (1) *Notwithstanding anything contained in any law for the time being in force, if any dispute touching the constitution, management or the business of a co-operative society arises-*
  - (a) *among members, past members and persons claiming through members, past members and deceased members; or*
  - (b) *between a member, past member or person claiming through a member, past member or deceased member and the society, its committee or any officer, agent or employee of the society or liquidator, past or present; or*
  - (c) *between the society or its committee and any past committee, any officer, agent or employee, or any past officer, past agent or past employee or the nominee, heirs or legal representatives of any deceased officer, deceased agent, or deceased employee of the society; or*
  - (d) *between the society and any other co-operative society, between a society and liquidator of another society or between the liquidator of one society and the liquidator of another society;*

*Such dispute shall be referred to the Registrar for decision and no court shall have jurisdiction to entertain any suit or other proceeding in respect of such dispute."*

No suit shall be instituted against the Co-operative Society or any of its officer in respect of any act touching the business of the Society until the expiration of three months. Section 79 of the Act, 1961 is reproduced as under :-

**"79. Notice necessary in suits:-** *No suit shall be instituted against a co-operative society or any of its officers in respect of any act touching the business of the society until the expiration of three months next after notice in writing has been delivered to the Registrar or left at his office, stating the cause of action, the name, description and place of residence of the plaintiff and the relief which he claims, and the plaint, shall contain a statement that such notice has been so delivered or left."*

Section 82 of the Act, 1961 as applicable to U.T. Chandigarh, the Civil Court / Revenue Court / Labour Court is barred to decide the present case. Section 82 of the Act, 1961 is reproduced as below:-

**"82. Bar of jurisdiction of courts :-**

- (1) *Save as provided in this Act, no civil or revenue court shall have any jurisdiction in respect of -*
  - (a) *the registration of a co-operative society or its bye-laws or of an amendment of a bye-law;*
  - (b) *the removal of a committee;*
  - (c) *any dispute required under section 55 to be referred to the Registrar; and*

- (d) *any matter concerning the winding up and the dissolution of a co-operative society.*
- (2) *While a co-operative society is being wound up, no suit or other legal proceedings relating to the business of such society shall be proceeded with or instituted against, the liquidator as such or against the society or any member thereof, except by leave of the Registrar and subject to such terms as he may impose.*
- (3) *Save as provided in this Act, no order, decision or award made under this Act shall be questioned in any court on any ground whatsoever"*

In view of the above Sections the Civil Court is barred to entertain and decide the case law relating to Co-operative Society. Section 56(9) of Act, 1961 as applicable to Chandigarh is reproduced as below :-

**"56(9) Jurisdiction of civil court:-** *such a dispute has clearly to be settled by recourse to arbitration under the act and the jurisdiction of the civil courts is, therefore, clearly barred."*

No notice under Section 79 of the Act, 1961 has been issued to the management. On this ground alone the present case may be ordered to be dismissed. There is independent Court of Registrar Co-operative Society, U.T. Chandigarh and the workman should approach the Court of Registrar Co-operative Society, U.T. Chandigarh for his grievance, if any. No original paper has been attached with the evidence of the workman. Similar case titled Bidhi Singh Versus The Chandigarh Co-operative Kitchen Gardening Society Limited, Sector 23-A, Chandigarh was dismissed on 10.05.2019 on the ground that since there is an independent Court of Registrar Co-operative Society, U.T. Chandigarh and his case does not fall before the Industrial Tribunal-cum-Labour Court, U.T. Chandigarh and his case was dismissed by this Hon'ble Court on the territorial issue.

4. Further in parawise reply it is stated that no appointment letter has been attached with the statement of claim. Further the statement of claim is hopelessly time barred and hence, deserves dismissal. Rest of the averments of claim statement are denied being false and frivolous and prayer is made that the claim filed by the workman being totally false, frivolous, misleading, not based on facts and not maintainable may be dismissed with heavy cost.

5. The workman filed rejoinder wherein the contents of written statement are denied as wrong and incorrect and averments of claim statement are reiterated.

6. From the pleadings of the parties following issues were framed vide order dated 12.10.2023 :-

- 1. Whether the termination of the services of workman is illegal ? If so, to what effect and what relief he is entitled to ? OPW
- 2. Whether the present Industrial Dispute is barred by jurisdiction ? OPM
- 3. Whether the present Industrial Dispute is time barred ? OPM
- 4. Relief.

7. In evidence, workman Baljeet Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A'. On 30.08.2024 Learned Representative for the workman closed evidence in affirmative on behalf of the workman.

8. On the other hand, management examined MW1 Pritpal Singh - Manager, Chandigarh Co-operative Kitchen Gardening Society Limited, who tendered his affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1' and Exhibit 'M10'.

**Exhibit 'M1'** is copy of Chandigarh Administration gazette notification dated 07.06.2019.



**Exhibit 'M2'** is copy of order dated 01.09.2023 passed in LCA No.122/2020 titled as Pavan Kumar Versus Chandigarh Co-operative Kitchen Gardening Society, Ltd.

**Exhibit 'M3'** is copy of order dated 01.09.2023 passed in LCA No.124/2020 titled as Rattan Chand Versus Chandigarh Co-operative Kitchen Gardening Society, Ltd.

**Exhibit 'M4'** is copy of order dated 01.09.2023 passed in LCA No.125/2020 titled as Sohan Lal Versus Chandigarh Co-operative Kitchen Gardening Society, Ltd.

**Exhibit 'M5'** is copy of order dated 01.09.2023 passed in LCA No.126/2020 titled as Ujjagar Singh Versus Chandigarh Co-operative Kitchen Gardening Society, Ltd.

**Exhibit 'M6'** is copy of order dated 01.09.2023 passed in LCA No.127/2020 titled as Sarvan Kumar Versus Chandigarh Co-operative Kitchen Gardening Society, Ltd.

**Exhibit 'M7'** is copy of order dated 01.09.2023 passed in LCA No.128/2020 titled as Ram Chander Versus Chandigarh Co-operative Kitchen Gardening Society, Ltd.

**Exhibit 'M8'** is copy of order dated 01.09.2023 passed in LCA No.129/2020 titled as Paras Ram Versus Chandigarh Co-operative Kitchen Gardening Society, Ltd.

**Exhibit 'M9'** is copy of order dated 01.09.2023 passed in LCA No.43/2022 titled as Baljeet Singh Versus Chandigarh Co-operative Kitchen Gardening Society, Ltd.

**Exhibit 'M10'** is copy of order dated 01.09.2023 passed in LCA No.46/2022 titled as Sher Singh Versus Chandigarh Co-operative Kitchen Gardening Society, Ltd.

9. On 25.09.2024 Learned Representative for the management closed evidence on behalf of the management.

10. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

**Issue No. 2 :**

11. Issue No.2 is taken up first as it goes to the root of the case. Onus to prove this issue is on the management.

12. Learned Representative for the managements contended that in view of Section 55, 56(9) and 82 of the Act, 1961 the jurisdiction of the present Court is barred. To support his contention Learned Representative for management referred case law reported in **1978 Lab. I.C. 467** titled as **Bangalore Water Supply & Sewerage Board Versus A. Rajappa & Others** and argued that in view of the law laid down by the Hon'ble Supreme Court in the above referred case, the management of The Chandigarh Co-operative Kitchen Gardening Society Limited does not fall within the definition of an 'industry' as defined in Section 2(j) of the ID Act, therefore, the present Court has no jurisdiction to entertain and decide the present reference. Besides, the mandatory prior notice under Section 79 of the Punjab Co-operative Society Act has not been issued to the management.

13. On the other, Learned Representative for the workman contended that as per the latest law laid down by Hon'ble Supreme Court of India vide judgment dated 12.01.2018 in **Civil Appeal No.197 of 2018 (Arising out of S.L.P.(C) No.29765 of 2016)** titled as **Smt. K. Annamma Versus The Secretary, Cochin**

***Co-operative Hospital Society Limited***, the appropriate Authority under the Act, 1961 and the present Court under the ID Act both possess and enjoy the concurrent jurisdiction to decide any dispute arising between the co-operative society's employee and his / her employer i.e. co-operative society.

14. To my opinion, the previous judgment of Hon'ble Supreme Court reported in **1978 Lab. I.C. 467** (supra) shall prevail over the judgment in **Civil Appeal No.197 of 2018 (supra)** because the previous view taken by the Hon'ble Supreme Court in **1978 Lab. I.C. 467 (supra)** is of the larger bench. As per the view of the larger bench of Hon'ble Supreme Court in **1978 Lab. I.C. 467 (supra)**, since the management does not fall within the definition of 'industry', therefore, the present Court has no jurisdiction to try and decide the present industrial dispute.

15. Furthermore, the workman failed to controvert the fact that before presenting the present reference compliance of Section 79 of the Punjab Co-operative Society Act has not been made.

16. Accordingly, this issue is decided in favour of the management and against the workman.

**Issues No. 1 & 3 :**

17. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion. Onus to prove issue No.1 is the workman and onus to prove issue No.3 is on the management.

18. In view of the findings recorded on issue No.2 above, this Court has no jurisdiction and is not competent to adjudicate whether the services of the workman were terminated illegally by the management and the present industrial dispute is time barred.

19. In view of judgment of **Hon'ble High Court of Punjab & Haryana passed in CWP No.18958 of 1996 titled as Ashok Khanna Versus M/s TTK Pharma Limited & Others, decided on 01.07.2009**, once this Tribunal / Court has reached to the conclusion that it does not have jurisdiction for the subject matter of the case then it should not decide any question on merits.

20. However, the workman is at liberty to avail the remedy before the appropriate forum under relevant provisions of law.

21. Both these issues stand decided accordingly.

**Relief :**

22. In the view of foregoing finding on the issue No.2 above, this industrial dispute is declined with liberty to the workman to avail the remedy before the appropriate forum under relevant provisions of law. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

Dated : 27.09.2024

(JAGDEEP KAUR VIRK),  
PRESIDING OFFICER,  
Industrial Tribunal & Labour Court,  
Union Territory, Chandigarh.  
UID No. PB0152

Secretary Labour,  
Chandigarh Administration.

CHANDIGARH ADMINISTRATION  
DEPARTMENT OF MEDICAL EDUCATION AND RESEARCH

**Notification**

The 29th November, 2024

**No. 2024/44019.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution of India read with the Government of India, Ministry of Home Affairs, Notification S.O. No. 3267, dated 1st November, 1966, the Administrator, Union Territory, Chandigarh is pleased to make the following rules, regulating the method of recruitment to Group 'C' posts i.e. Statistician (Non-Ministerial) in the Government Medical College and Hospital, Chandigarh, namely :-

- 1. Short title and commencement:** - (i) These rules may be called the Government Medical College and Hospital, Chandigarh (Group-C) (Non-Ministerial) Recruitment Rules, 2024.  
(ii) They shall come into force on the date of their publication in the Official Gazette.
- 2. Application:**  
These rules shall apply to the posts specified in column No.1 of the Schedule annexed to these rules.
- 3. Number of posts, classification and scale of pay:-**  
The number of posts, their classification and the scales of pay shall be as specified in columns 2 to 4 of the said Schedule.
- 4. Method of recruitment, age limit and qualification, etc:-**  
The method of recruitment to the said posts, age limit, qualifications and other matters connected therewith shall be as specified in columns 5 to 13 of the said Schedule.
- 5. Disqualification: No person:**
  - (a) who has entered into or contracted a marriage with a person having a spouse living; OR
  - (b) who, having a spouse living, has entered into or contracted a marriage, with any person, shall be eligible for the appointment to the said posts:

Provided that the Administrator, Union Territory of Chandigarh may, if satisfied that such marriage is permissible under the personal Law applicable to such person and other party to the marriage and there are other grounds for so doing, exempt, any person from the operation of this rule.
- 6. Power to relax :-**  
Where the Administrator, Union Territory, Chandigarh is of the opinion that it is necessary or expedient so to do, he may, by order, for reasons to be recorded in writing relax any of the provisions of these rules in respect of any class or category of persons.
- 7. Savings:-**  
Nothing in these rules shall affect reservations, relaxation of age limit and other concessions required to be provided for Scheduled Castes, Scheduled Tribes, Other Backward Classes, Ex-Servicemen and other special categories of persons in accordance with the orders issued by Central Government from time to time in this regard.
- 8. Repeal:-**  
The Government Medical College and Hospital, Chandigarh, (Group-C) (Non-Ministerial), Recruitment Rules, 2002 notified vide notification no. 17174 dated 06.06.2002, in respect of the post of Statistician only are hereby repealed.

Secretary MER  
Chandigarh Administration

## ANNEXURE-I

1	Name of the Post	<b>Statistician</b>
2	No. of Post	01*(2024) * Subject to variation dependent on workload
3	Classification	General Central Services Group 'C' Non-Gazetted/Non-Ministerial
4	Pay Band and Grade Pay/Pay Scale	Level 5 (Rs.29200 -92300) in the Pay Matrix of 7th CPC
5	Whether selection post or non-selection post.	Not Applicable
6	Age limit for direct recruits	Between 18 years and 25 Years (The upper age limit is relaxable for departmental candidates up to 40 years in accordance with instructions or orders issued by Central Government) <b>Note:</b> The crucial date for determining the age limit shall be the closing date for receipt of applications from candidates in India and not closing date prescribed for those in Assam, Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Ladakh, Lahaul & Spiti District and Pangi Sub-division of Himachal Pradesh, Andaman & Nicobar Islands or Lakshadweep.
7	Educational and other qualifications required for Direct recruits	<b>Essential Qualification :-</b> Bachelor Degree in Statistics from any recognized University/ Institute. <b>Desirable:</b> One year experience in health statistics work in hospital with minimum 50 bedded hospital. <b>Note:</b> The direct recruits have to submit the certificate of training in Information Communications Technology (ICT) Skills of 80 hours at the time of their appointment, as per instructions issued by Chandigarh Administration Vide No. 28/69-IH(12)/Pers. & Trg.-2019/ 17927 dated 25th November 2019.
8	Whether age and educational qualifications prescribed for direct recruits will apply in the case of promotees	Not Applicable
9	Period of probation, if any	2 Years (Successful completion of mandatory Induction Training of at least two weeks duration shall be the pre-requisite for completion of probation in case of direct recruitment)
10	Method of Recruitment whether by direct recruitment or by promotion or by deputation/ absorption and percentage of the vacancies to be filled by various methods	100% By Direct Recruitment <b>Note:</b> 1. Vacancies caused by the incumbent being away on deputation or long illness or study leave or under other circumstances for a duration of one year or more may be filled on deputation basis from officials of Central Government/ State



		<p>Government/Union Territories:-</p> <p>(a) holding analogous post on regular basis in the parent cadre or department, and</p> <p>(b) Possessing the qualifications and experience prescribed for direct recruits under column 7.</p> <p>2. The period of deputation including the period of deputation in another ex-cadre post held immediately preceding this appointment in the same or some other organization/ department of the Central Government / State Government / UT Administration shall be as per the instructions/ guidelines issued by the Govt. from time to time.</p> <p>3. The maximum age limit for appointment by deputation shall be not exceeding 56 years as on the closing date of receipt of applications.</p>
11	In case of recruitment by promotion/deputation/ absorption, grades from which promotion/ deputation/ absorption to be made	Not Applicable
12	If a Departmental Promotion Committee exists, what is its composition	<p><b><u>Departmental Confirmation Committee (DCC)</u></b> <b>(For Confirmation)</b></p> <p>1) Director Principal, GMCH, Chandigarh -<b>Chairman</b></p> <p>2) Representative of Personnel Department - <b>Member</b></p> <p>3) Representative of Social Welfare-<b>Member</b></p> <p>4) Representative of Regional Employment Officer-<b>Member</b></p>
13	Circumstances in which Union Public Service Commission to be consulted in making Recruitment	Not Applicable

**CHANGE OF NAME**

I, Davinder Kumar Chauhan S/o Sh. Pritam Chand R/o House No. 1033, Sector 19-B, Chandigarh, have changed my name to Davinder Chauhan.

[1772-1]

I, Pardeep S/o Deen Dayal # 1131, Gobindpura, Manimajra, Chandigarh, have changed my name to Pardeep Kumar.

[1773-1]

I, Ajora W/o Ramjatan H. No. 292, Phase-2, Babu Dham Colony, Sector 26, Chandigarh, have changed my name from Ajora to Mangra Devi.

[1774-1]

I, Sukhwinder S/o Harwinder Singh R/o House No 56, Dhanas Chandigarh, have changed my name from Sukhwinder to Sukhwinder Singh.

[1775-1]

I, Tikku *alias* Tinkku S/o Duli Chand R/o House No. 2196, Ambedkar Colony, Dhanas, U.T. Chandigarh-160014. (Aadhar No. 607668711736) have change my name to Tinku Naagar.

[1776-1]

I, Sanjay S/o Billu Ram # 2182, Bhaskar Colony, Sector-25, Chandigarh, have changed my name to Sanju.

[1777-1]

I, Kanchana Arora W/o Kanti Arora, H. No. 1143, First Floor, Marble Arch, Sector 21-B, Chandigarh, have changed my name from Kanchana Arora to Kanchana Kanti Arora.

[1778-1]

I, Ravi Kumar S/o Sh. Ram Sajiwan Verma R/o House No. 2287/A, Sector 42-C, Chandigarh, have changed my minor son's name from Divyansh to Divyansh Verma.

[1779-1]

I, Mayur Mukeshbhai Shah S/o Sh. Mukesh Bhai Shah R/o # 3192, Sector 28-D, Chandigarh, I have changed my minor son name from Param Mayurbhai Shah to Param Mayur Shah.

[1780-1]

मैं, Ankush Garg पुत्र Anand Kumar Garg # 2233, स्टार एन्क्लेव सोसाइटी, सेक्टर 48 - सी, चंडीगढ़, ने आपनी नाबालिग बेटी का नाम Mannat से बदलकर Mannat Garg रख लिया है ।

[1781-1]

I, Anil Kumar *alias* Anil Aggarwal S/o Ved Parkash R/o # 1214, Universal Enclave, Sector 48-B, Chandigarh, have changed my name to Anil Kumar Aggarwal.

[1782-1]

I, Aakanksha W/o Ankush garg # 2233, Star Enclave Society, Sector 48-C, Chandigarh, have changed my name to Aakanksha Garg.

[1783-1]

*"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."*